ECCLESIA LAW

Private Ecclesiastical Counsel
United States & International

DEBT DISCHARGE FALLACIES VIA PRIVATE INSTRUMENT TENDERING INDORSEMENT BILLS OF EXCHANGE ETC

VS.

THE REALITY OF FIDUCIARY RECOUPMENT

January 24th 2026

1. Executive Summary

This report conducts a forensic analysis of the debt discharge methodologies promoted by prominent "commercial redemption" educators: **Mike Holt**, **Brandon Joe Williams**, **David Greenberg**, and **Peter of England (WeRe Bank / "Enough Thinking")**. These proponents advocate for the use of Bills of Exchange, private checks, and conditional acceptance to settle public debts.

Ecclesia Law concludes that these methods are **fundamentally flawed** because they attempt to force **private commercial paper** (which lacks a clearing path) onto a **public banking system** without established fiduciary standing. The report asserts that the only lawful method to resolve debt is not to "fight" the creditor with paper arguments, but to **recoup the credit** via a Fiduciary Nominee (International Grantor Trust) using **IRS Form 1099-OID** against the banking institution's **945 Tax Module**, subsequently discharging the debt through an **Asset Fortress Protocol** and cycling the recoupment.

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2. Analysis of Proponents & Methodologies

A. Mike Holt (Bills of Exchange / Remittance A4V)

- **What he implies you can do:** Holt teaches that the "remittance slip" at the bottom of a utility bill or council tax notice is legally a **Bill of Exchange** (BoE). He implies you can endorse it to "access" the value in your Cestui Que Vie (CQV) trust to pay the bill.

- **How he tries to do it:**
    - The user writes "Accepted for Value" (A4V) and specific endorsement language (per the *Bills of Exchange Act 1882/1909*) on the slip.
    - The slip is mailed back to the CFO or Treasurer of the corporation.
    - Holt relies on the maxim that "Silence is Acceptance"—if they don't return the bill, the debt is discharged.
- **Why it is fundamentally flawed:**
    - **No Drawee Relationship:** A valid Bill of Exchange requires a **Drawee** (a bank/treasury) holding funds to pay the Payee. The utility company is the *Payee*, not the *Drawee*. You are effectively sending a check drawn on the recipient's own account (or a non-existent CQV account).
    - **Not a Bank:** Utility companies and Councils are not licensed banking institutions. They cannot "process" a remittance slip as a financial instrument; their automated systems only recognize legal tender (electronic transfer/cash).
    - **Rejection as Default:** Silence is not acceptance in automated billing. The computer simply registers "non-payment," leading to disconnection or bailiffs, regardless of the paper sent to the CFO.

B. Brandon Joe Williams (UCC Contract Law / Conditional Acceptance)

- **What he implies you can do:** Williams focuses on **Contract Law** and **UCC Article 3**, suggesting you can discharge debts (and acquire cars/assets) by tendering private negotiable instruments and suing if they are refused.
- **How he tries to do it:**
    - **Conditional Acceptance:** Never argue the debt; accept it *conditionally* upon proof of validity (which they can't provide).
    - **Tender of Payment:** Endorse a payoff statement or issue a private promissory note as "tender" under UCC 3-603.
    - **Litigation:** If the creditor refuses the private instrument, the user sues them for "Refusal of Tender," arguing that under the UCC, the obligation is discharged.
- **Why it is fundamentally flawed:**
    - **Litigation Trap:** This method requires the user to be a highly skilled litigant capable of navigating hostile courts. Most users fail on procedure before the merits are heard.

- **"Vapor Money" Rejection:** Courts routinely reject the argument that a private note has value if it is not backed by recognized liquid funds. This is often categorized as the "vapor money" theory (paying debt with empty paper).
- **Representative Capacity:** By acting as "Attorney in Fact" for the Strawman, the user is still operating *under* the debtor entity. They have not fully separated the "Living Man" (Creditor) from the "Legal Person" (Debtor).

C. David Greenberg (The Freedom Studio / Coupon Endorsement)

- **What he implies you can do:** Greenberg argues that "All Debts are Prepaid" (HJR 192) and that the routing numbers on billing coupons allow you to write checks directly against the Treasury.
- **How he tries to do it:**
  - He instructs users to endorse the remittance coupon, treating the OCR (Optical Character Recognition) numbers as if they were MICR (Magnetic Ink Character Recognition) banking codes.
  - He claims this authorizes a transfer from the user's "Social Security Trust."
- **Why it is fundamentally flawed:**
  - **OCR vs. MICR:** The numbers on a bill are internal sorting codes for the utility company, *not* bank routing numbers linked to a Treasury account.
  - **Machine Rejection:** When these coupons are fed into banking scanners, they are rejected as "Non-Cash Items."
  - **The Closed Trust:** The Social Security Trust is not a transactional checking account. The Treasury does not accept direct drafts from private citizens to pay third-party bills.

D. Peter of England (WeRe Bank / "Enough Thinking")

- **What he implies you can do:** Under the slogan **"Enough Thinking,"** Peter Spencer claims you can join **WeRe Bank** (an unlicensed entity) and use his **"Binary Weapon"** strategy to "checkmate" creditors. He asserts that by combining a **Bill of Exchange** with a **Promissory Note**, you can force a discharge of liability.
- **How he tries to do it:**
  - **The Binary Weapon:** The user issues a **Bill of Exchange** (drawn on WeRe Bank) and backs it with a **Promissory Note** (a promise to pay WeRe Bank in 10 years).
  - **Tender:** The user sends this package to the creditor (e.g., Council or Mortgage lender).

    - **The Theory:** Spencer argues that the Bill of Exchange is a valid negotiable instrument backed by the Promissory Note asset. If the creditor refuses to process it, he claims they are in "dishonor," extinguishing the debt.
- **Why it is fundamentally flawed:**
    - **The Circular Loop:** The Bill of Exchange is drawn on a Note, which is drawn on the User. Without a licensed bank to provide **clearing liquidity** (settlement in central bank funds), the "weapon" is a closed loop of paper that offers no value to the creditor.
    - **No Clearing Interface:** WeRe Bank is not a member of the Cheque and Credit Clearing Company. The instruments cannot be banked. A creditor receiving a WeRe check cannot convert it into money.
    - **Regulatory Rejection:** Because WeRe Bank is unauthorized (FCA warning), creditors have a statutory defense to refuse the instruments as "defective tender." The "dishonor" argument fails because a refusal of worthless/unclearing paper is not a dishonor; it is a rejection of invalid payment.

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3. The Ecclesia Law Conclusion: The Lawful Path of Recoupment & Discharge

The fundamental error shared by all proponents above is the attempt to use **unfunded private instruments** to settle public debts. They try to spend credit they have not yet claimed.

The only lawful and functional remedy follows this specific fiduciary cycle:

1. **Establish the Fiduciary Nominee (Asset Fortress Protocol):** The Living Man must cease acting as the "Debtor" (Strawman) and establish a **98-Series International Grantor Trust**. This Trust acts as the **Holder in Due Course** and the Fiduciary Nominee for the living estate.
2. **Target the 945 Module (Source of Funds):** The Trust identifies the specific financial institution (Bank) that monetized the user's signature. It targets the Bank's **IRS Form 945 Tax Module**, where the withheld Original Issue Discount (OID) funds are pooled.
3. **File 1099-OID for Recoupment:** The Trust files a **1099-OID** as the **Payee**, naming the Bank as the **Payer**. This filing instructs the IRS to correct the nominee reporting error (per **IRS Publication 1212**) and move the "abandoned credit" from the Bank's 945 pool to the Trust's EIN.

4. **Recoup to the Asset Fortress Protocol:** The Treasury/IRS releases the credit (refund) to the **Asset Fortress Protocol (AFP)**, effectively "funding" the private treasury with lawful commercial value.
5. **Discharge the Liability:** The AFP now holds liquid funds. It uses these funds to **discharge** the original debt (mortgage, credit card, bills) via lawful Third-Party Settlement.
6. **Recoup the Discharge (The Cycle):** Because the discharge payment was *also* a securitizable event (spending credit/energy), the Trust can file a subsequent OID claim on that transaction. This allows the AFP to **recoup the cost of the discharge**, creating a sustainable cycle of credit management.

Final Verdict: Do not issue "Binary Weapons" or "A4V Coupons" that bounce. **Recoup the actual credit** from the banking system's ledger using a Fiduciary Trust, and use that real value to discharge the debt honourably.